THE HON'BLE SRI JUSTICE V.V.S.RAO

-

WRIT PETITION No.3472 of 2006

-

Dated:24.02.2006

-

Between:

G.Venkata Subba Reddy, S/o.Obul Reddy.

…Petitioner

And

The District Level Committee, rep. By its Chairman, Karimnagar District.

…Respondents

-

THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.3472 of 2006

ORDER:

The first respondent herein issued an auction notice inviting sealed tenders for leasing out the right to quarrying sand in six Godavari reaches (six Villages) in three

different Mandals of Karimnagar District. Murmoor Village is one such Village where auction was proposed. Auction was conducted on 28.06.2005. The petitioner herein became the highest bidder by quoting Rs.70,10,000/-. He entered into an agreement on 11.08.2005 with the respondents, whereunder, the sand reach was leased out to him for a period of one year from 11.08.2005 to 10.08.2006. The second respondent issued another auction notice dated 07.02.2006 proposing to conduct auction for Vilochavaram, Uppatla and Potyala sand reaches (Villages) in Godavari river. Assailing the same, the present writ petition is filed.

It is the case of the petitioner that when he became successful bidder for Murmoor reach, the respondents informed him that the reach includes Potyala, and that Potyala will not be notified separately. The petitioner therefore, alleges that believing the respondents, he quoted higher amount and if Potyala is again auctioned, he would suffer irreparable loss and injury.

After hearing the learned Counsel for the petitioner and perusing the auction notice issued on 09.06.2005, and the lease agreement dated 11.08.2005 between the petitioner and the second respondent, this Court is convinced that the writ petition is devoid of any merit. The auction notice dated 09.06.2005 would show that Murmoor sand quarry was separately notified and it does not include Potyala. Further, the schedule to the lease agreement dated 11.08.2005 would show that the petitioner was granted quarry lease in respect of Murmoor Village, clearly delineated in the map annexed to the agreement of sale, and the same would belie the contention of the petitioner that Murmoor included Potyala. The petitioner has no right that can be enforced in this Writ Petition. The action of the respondents in issuing the impugned tender notice, does not suffer from any illegality or arbitrariness.

The Writ Petition is accordingly, dismissed. No costs.

_____

(V.V.S.RAO, J)

24.02.2006

vs